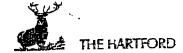
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BOND NO. 02BCSAP4614

Subcontract Performance Bons Form A.
Recommended for use where the General Contractor has
lifted Performance and Labor and Material Payment Bonds approved by the American Institute of Architects, AIA
Form No. — Document No. A-811. Revised to Dec. 1, 1960.



## SUBCONTRACT PERFORMANCE BOND FORM A

Know All Men By These Presents:

That

S & R Construction Co., Inc.

60 Dyerville Ave.

Johnston, R.I.

02919

HARTFORD FIRE INSURANCE COMPANY as Principal, hereinafter called Principal, and the

a corporation organized and existing under the laws of the State of with its principal office in the City of Hartford, CT Connecticut with its principal office in the City of Hartford, CT
as Surety, hereinafter called Surety, are held and firmly bound unto
571 Enrion Ave., Framingham, MA 01701
as Obligue, hereinafter called Obligue, in the amount of
One Million Four Hundred Fighty Seven Thousand and 00/100 Dollars (\$ 1,487,000.00
in the assumption and Surety bind the machine their bales averaged and odding the second of th

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

entered into a subcontract with Whereas, Principal has by written agreement dated 2 July 2001 Obligee for Site work at the construction of the new Lynnfield Middle School, 505 Main Street, Lynnfield, MA 01940

in accordance with drawings and specifications prepared by Architecture Involution, LIC 286 Boston Post Rd., Wayland, MA 01778 which subcontract is by reference made a part hereof, and is hereinafter referred to as the subcontract.

Now, Therefore, the Condition of this Obligation is such that, if Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the subcontract, the Obligee having performed Obligee's obligations thereunder:

 Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
 Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
 The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or-remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the subcontract. tofore properly paid by Obligee under the subcontract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this	26th	day of October		A.D., #\$ 2001
Witness (If Individual)		S & R Construction Co.,		- (Seal)
Attest				(Seal)
		Surety HARTFORD FIRE	INSURANCE COM	PANY
Anest		By:	<del> </del>	(Seal)

Form S-3526-1 (Page 1) Printed in U.S.A.

Donald L. Goodrich